9. Not only are the Complaints' **allegations inconsistent**, but a number of the documents submitted to the Court in these cases are fraudulent as well. Among the problematic and fraudulent documents advanced in this case are: (1) **"Xerox Forged"** indorsements on Promissory Notes; (2) Multiple Notes purporting to be the true, enforceable Note; (3) Mortgages with **"Cut and Pasted" signatures**; and (4) Mortgages with Backdated Assignments.

A. Promissory Notes with "Xerox Forged" Indorsement.

10. Defendants' **expert recently examined** each of the original institutional Promissory Notes in these five cases and concluded each and every Note bears a non-original indorsement that purports to transfer ownership of the Note to the Plaintiffs. Additionally, the signatures appearing on the Promissory Note in case 08-80371, and the signatures on both Notes filed in 08-72254 case are forgeries.

11. The indorser of the Notes in these cases, Michele Sjolander, has been deposed in at least two unrelated cases, including *Countrywide vs. Fernandez*[5] in this Circuit. In the *Fernandez* deposition, Ms. Sjolander testified that indorsements were always stamped in **"Wet Ink."** Ms. Sjolander testified as follows:

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>
> ***Q: Okay. Have you ever personally executed any endorsements?***
> *A: My -- with my -- my personally placed a stamp on a note?*
> ***Q: Yes.***
> *A: No.*

(3/14/12 Sjolander Dep. Tr. at p. 45:19-24.)

> ***Q: Now, you stated that the endorsements are stamps on***

[5] Dep. of Michele Sjolander, March 14, 2012, *Countrywide v. Jesus Ferandez*, Case no.09-21198 CA09 (11th Judicial Circuit, FL.); also deposed in Dep. of Michele Sjolander, January 25, 2012, *Kirby vs. Bank of America*, Case no. 2:09-CV-00182 (E.D. Miss.).

the collateral; is that correct?
A: That is correct.
. . .
Q: Are they ever placed on there in any other method other than stamping?
A: No
. . .
Q: when did they begin using a stamped signature to execute your endorsement?
A: 2005.

(*Id.* at pp. 46:1-47:19.)

12. The indorsements appearing on the Notes in these cases are not "Wet Ink" indorsements.

13. Indeed, Defendants' expert examined the original Notes and mortgages in these cases, pursuant to this Court's order on November 30, 2011. Defendants' expert's opinion reads as follows:

> *The indorsement signatures on the documents in Items Q(1c), Q(2c), Q(3c), Q(4c), and Q(5c) microscopically do not display straie, reverse-side embossing, three-dimensionality, nor a "wetting" of the paper fiber. In view of the above findings, it is the opinion of this examiner that the indorsement signatures are not original ink signatures.*

(*See* Defendants' Expert Report (excerpts), attached as **Exhibit F.**)

14. The expert's opinion shows that the indorsements were either photocopied or placed on the originals by some other means. The indorsements are not true "Wet Ink" indorsements.

15. While the Defendants' expert opines the indorsements are not "Wet Ink," the indorser herself testified that notes are always indorsed with "Wet Ink."

16. The indorsements appear to be "Xerox Forgeries,"[6] placed on the Notes in an attempt to retroactively establish that the Plaintiffs had standing at commencement of these cases.

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[6] "Xerox Forgery" is terminology used by expert document examiners when describing the copy of a signature onto an original document.

Indeed, as set out above, in all but one case, no indorsement of any type appeared on the various Notes until the later versions of the original complaints were filed.

17. The inconsistent and contradictory allegations in the various Complaints, as discussed above, support the conclusion that the indorsements were belatedly affixed to the Notes in an attempt to retroactively support the Plaintiffs' standing to bring these foreclosure claims.

18. According to Ms. Sjolander, there is no effective way to determine who placed the indorsements on the Notes, when the Notes were indorsed, or whether the indorsements were authorized. Ms. Sjolander testified that **"Wet Ink" indorsements were placed on notes by unnamed** persons pursuant to powers of attorney. No records, however, are maintained as to who placed these indorsements on the Notes or as to the power of attorney that permitted the indorsement. On this issue, Ms. Sjolander testified as follows:

> ***Q: When the endorsements are created, is there any documentation that's done simultaneously to document who put on these endorsements or when they were done?***
> . . .
> *A: No. I don't know.*
> ***Q: So you have no idea if the people who are using your stamps, do they make a note of when they used it and then in what circumstance?***
> *A: Correct.*

(3/14/12 Sjolander Dep. Tr. at p. 63:1-13.)

> ***Q: But someone has a power of attorney to do that?***
> *A: Yes. They have a power of attorney to place my signature stamp. They are not putting my wet signature on it.*
> ***Q: Okay. And how do I know from that endorsement that somebody has had the power of attorney to stamp your name to a document?***
> *A: I just told you...*
> ***Q: Okay. But there is nothing, other than the document, that shows somebody is executing this as a power of attorney; correct?***
> *A: No. Correct.*

(*Id.* at p. 76:7-25.)

> ***Q: Once you executed the power of attorney, you didn't have any oversight as to which promissory notes they stamped; correct?***
> *A: Correct.*

(*Id.* at p. 123:17-20.)

19. In short, there is simply no evidence that any of the Notes in these five cases were indorsed prior to commencement of the case. Indeed, the testimony advanced by the Defendants' expert and Ms. Sjolander demonstrate that in fact the indorsement was improperly and surreptitiously added after this case commenced, and therefore this indorsement constitutes a fraud on this Court.

B. Multiple Notes.

20. Not only do the Notes all bear "Xerox forged" indorsements, but in one case, 08-72254, there are two separate and distinct Notes that each purport to be the original and enforceable Note in the case. The two Notes bear distinctly different borrower signatures and different indorsements. Indeed, it cannot be determined with any certainty which, if any, of the two different Notes filed in this case is the true enforceable Note. This is especially the case given that each of these Notes bear forged borrower signatures.

C. Mortgages with Cut-and-Pasted Signatures.

21. The Notes in these cases are not the only fraudulently altered documents that have been advanced to the Court. The mortgages in three of the cases also bear signatures that were cut and pasted from other documents.[7]

22. When the Defendants became aware of the numerous loan forgeries in this series of

[7] The three cases with the cut-and pasted mortgage signatures are: 09-47944, 09-56135, and 08-80371.